



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, MNR, OPR, MNSD

### Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$3900 for unpaid rent and damages
- c. An order to retain the security deposit
- d. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

At the request of the landlord I ordered that the Application for Dispute Resolution be amended to include a claim to retain the security deposit.

I find that the 10 day Notice to End Tenancy was personally served on the Tenants on May 20, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenants by mailing, by registered mail to where the Tenants reside on June 12, 2017. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?

d. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a written month to month tenancy agreement that provided that the tenancy would start on April 11, 2016. The rent is \$1750 per month payable in advance on the 21<sup>st</sup> day of each month. The tenants paid a security deposit of \$875 at the start of the tenancy.

The tenant(s) failed to pay the rent for the following periods:

- April 21, 2017 to May 2017 and the sum of \$420 is outstanding
- May 21, 2017 to June 20, 2017 and the sum of \$1750 is outstanding
- June 21, 2017 to July 20, 2017 and the sum of \$1750 is outstanding
- July 21, 2017 to August 6, 2017 and the sum of \$959 is outstanding.

The rent outstanding to August 6, 2017 is \$4879.

The tenant(s) continue to reside in the rental unit.

### Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. The tenants requested to be given to August 6, 2017 to vacate the rental unit. Accordingly, I granted the landlord an Order for Possession effective August 6, 2017.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

### Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the period April 21, 2017 to August 6, 2017 and the sum of \$4879 remains outstanding. I granted the landlord a monetary order in the sum of \$4879 plus the sum of \$100 in respect of the filing fee for a total of \$4979.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$875. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$4104.

Conclusion:

I ordered that the landlord shall retain the security deposit of \$875. I further ordered that that Tenants pay to the Landlord the sum of \$4104.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Residential Tenancy Act.

Dated: August 03, 2017

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Residential Tenancy Branch